

## **44.1 General Discussion**

After a project's location and design have been approved, work begins on the final version of its plans, specifications, and cost estimates (PS&E). These documents are used to award and administer a construction contract. The PS&E must be approved as defined in [Chapter 13](#), *Becoming Certified to Administer FHWA Projects*, before the project can be advertised for construction.

PS&E approval is done by the local agency as identified in the Washington State Department of Transportation (WSDOT)/Local Agency [Certification Acceptance](#) (CA) Agreement. The approving authority identified on the CA Agreement must approve the plans and specifications, and a professional engineer licensed in the state of Washington must seal and date the plans and specifications.

The local agency should use the Project Development Checklist ([Chapter 14](#), *Developing Projects Using Local Agency Guidelines*) to check for completeness of the contract plans prior to approving them.

The local agency should have a commitment file, when applicable, containing a summary of commitments made during project development. The file should be reviewed to ensure that the commitments are incorporated in the PS&E. These commitments typically involve right-of-way or environmental considerations (see [Appendix 44.68](#) for list of possible required permits).

A copy of the bid documents should be furnished to Regional TransAid Engineers prior to advertisement for a check of completeness.

Any local agency project with work on state routes shall obtain PS&E approval from WSDOT.

On state ad-and-award projects, WSDOT will review and approve the PS&E prior to printing contract plans. An estimate of the cost of this service can be obtained from the Regional TransAid Engineer. Refer to forms for a checklist.

## **44.2 PS&E Requirements**

**.21 Wage Rates.** For information on state law requirements, contact the Municipal Research and Services Center for a listing of current laws. State and federal wage rates must be included for all Federal Highway Administration (FHWA) projects advertised by a local agency. The wage rates used will reflect the latest rates approved by the Washington State Department of Labor and Industries (L&I) and the U.S. Department of Labor. Refer to CFR 29 part 30 and RCW 39.12 and RCW 49.28.

The Federal Davis-Bacon Act predetermined minimum wage must be paid to all covered workers on federal aid projects exceeding \$2,000 that are located on a federally classified highway. The Davis-Bacon requirements do not apply to force account work performed by agency forces.

If a project is located on a federally classified minor collector or below and is funded through either the bridge (BR), safety (HES) or enhancement category, the project is not subject to the federal wage rate requirement only the State law.

The applicability of Davis-Bacon to a transportation enhancement project is dependent on the relationship or linkage of the project to a federal aid highway. If the project is "linked" to a federal aid highway based on proximity or impact (i.e., without the federal aid highway the project would not exist), then Davis-Bacon requirements apply. Examples of such projects include the removal of outdoor advertising, a wetland to filter highway drainage, etc.

If the project is not "linked" to a particular federal aid highway and is eligible based solely on function (i.e., a transportation facility, such as an independent bike path, the restoration of a railroad station, etc.), then the Davis-Bacon requirements do not apply. However, the Davis-Bacon requirements apply to all projects greater than \$2,000 that are physically located within the existing right-of-way of a federal aid highway, regardless of the transportation enhancement characteristics.

Another Davis-Bacon issue is the acceptability of using volunteer labor on transportation enhancement projects. The Department of Labor states in its *Field Operations Handbook* (Section 15): "There are no exceptions to Davis-Bacon coverage for volunteer labor unless an exception is specifically provided for in the particular Davis-Bacon Related Act under which the project funds are derived." The Davis-Bacon Related Act for the Federal Aid Highway Program (23 U.S.C. Section 113) is silent on this subject. Therefore, on transportation enhancement projects subject to Davis-Bacon coverage, a contractor or subcontractor may not use volunteer labor. On the other hand, a state highway or local government agency may use volunteer laborers under their direct control as a force account effort.

Local agencies that have phone access to the WSDOT mainframe computer in Olympia may access the Wage Rate data file. If a local agency is not "on line," wage rates can be requested through the Regional TransAid Engineer. Use the "[Wage Rates Request Form](#)" when making your request.

The effective date for state and federal rates is determined as follows:

- a. **State Wage Rates.** L&I will use the date that bids are due as the effective date for determining prevailing wages provided that the contract is awarded within 60 days after bids are due (RCW 39.12). If the contract is not awarded within 60 days after bids are due, L&I will determine the prevailing wage on the date the contract is awarded.
- b. **Federal Wage Rates.** This data is received from the USDOL in a document entitled "General Wage Determinations Issued Under the Davis-Bacon and Related Acts." Modifications are issued weekly by the USDOL. The effective date for federal wage rates is the date of notice in the Federal Register or the date on which written notice is received by WSDOT, whichever occurs first. All modifications on projects to which the determination applies are effective if published before contract award. The following are exceptions:

- The effective date for determining state prevailing wage rates shall be the date of bid opening. For contracts awarded more than six months after the bid opening date, the effective date for determining the wage rates shall be the award date.
- The effective date for determining federal prevailing wage rates shall be ten days prior to bid opening (or less if the engineer determines an addenda can be issued prior to bid opening). For contracts awarded more than 90 days after the bid opening date, the effective date for determining the wage rates shall be the award date.

Prior to bid opening, the local agency may contact the Support Systems Engineer in the Plans Branch of WSDOT at (360) 705-7455, to see if wage rates have changed or pending.

To minimize the possibility of out-of-date state and federal wage rates at the time of bid opening, the wage rates should be requested from the Regional TransAid Engineer seven days before the advertising date.

## .22 Other Requirements.

- a. **Form FHWA-1273.** Each set of contract documents shall include Form FHWA-1273, "Required Contract Provisions, FHWA Construction Contracts," and such amendments that modify the FHWA-1273. Copies of the FHWA-1273 Form and amendments are available from the Regional TransAid Engineer.
- b. **Affirmative Action.** See [Chapter 27](#), Equal Employment Opportunity and Training.
- c. **DBE.** In accordance with FHWA and WSDOT efforts to increase DBE (Disadvantaged Business Enterprises) participation in FHWA projects, WSDOT has

developed a management-by-objective goal-setting process for DBE participation. For additional information, see [Chapter 26](#), Disadvantaged Business Enterprises.

- d. **"Buy-America" Requirements.** Steel that is permanently incorporated into the project shall consist of American-made materials, as outlined in the *Standard Specifications*, Division 1-99, Section 1-06.5, and any required GSP.

The local agency must include a provision containing the "Buy-America" requirements in each contract. General Special Provisions similar to those now used by WSDOT can be used by the local agency. These general special provisions are included in the *WSDOT Amendments and General Special Provisions* publication.

- e. **Traffic Control Plans.** Traffic Control Plans (TCP) shall be consistent with Part VI of the MUTCD and shall be referenced in the contract documents.
- f. **Certification on Lobbying.** Section 319 of Public Law 101-121 (Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990) establishes a prohibition on using federal funds for lobbying efforts.

The law prohibits recipients or any lower tier subrecipients of a federal contract, grant, loan, or cooperative agreement from expending federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, or the entering into of any cooperative agreement. The extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement is also covered as follows:

- Federal aid contractors and consultants, as well as lower tier subcontractors and subconsultants, are subject to the lobbying prohibition. To assure compliance, a certification provision (see forms) shall be included in all federal aid construction solicitations, contracts, and consultant agreements exceeding \$100,000 in federal funds. Implementation of this requirement shall begin with PS&E and consultant agreement approvals.

Local agencies, RTPOs, MPOs, and any other subgrantees (exclusive of Indian tribes and tribal or Indian organizations) which receive federal funds in excess of \$100,000 from a federal aid grant, shall execute a certification and, if required, submit a completed disclosure form prior to receipt of such funds (see forms).

- g. Justification for nonparticipating work items, if included in the contract (tied bids), must be approved by the local agency. Combining of bid items shall not increase the cost of the federally funded project.
- h. Justification for the use of agency-supplied materials must be documented by the local agency. The materials must have been produced by agency forces or acquired through competitive bidding. Material purchased from a sole source may be used only with justification by the [CA Agency](#).

**.23 Local Ad and Award Projects.** See [Chapter 46](#).

**.24 State Ad and Award Projects.** See [Chapter 45](#).

## 44.3 Contract Plans

For state ad-and-award projects, the plans should be prepared in accordance with the *WSDOT Plans Preparation Manual* (M 22-31). For local ad-and-award projects, there are no federal or state requirements for plan sheet size or guidelines for preparing contract plans.

For both state and local ad-and-award projects, the plans shall carry the seal and signature of a registered Professional Engineer, in accordance with RCW 18.43.070.

## 44.4 Specifications

WSDOT publishes and distributes the *Standard Specifications*, and the *Amendments and General Special Provisions*.

**.41 Standard Specifications.** All FHWA funded projects, including local agency force projects, will be constructed in conformance with the current combined WSDOT and APWA *Standard Specifications for Road, Bridge, and Municipal Construction*, and such amendments that modify these specifications.

**.42 Amendment to the Standard Specifications.** These amendments are approved changes to the *Standard Specifications*.

**.43 General Special Provisions.** These are specifications that describe special project features in common usage.

**.44 APWA Amendments.** These are specifications unique to local agency projects.

**.45 Special Provisions.** Since Special Provisions are specifications governing matters peculiar to an individual project, they are not covered in the *Standard Specifications*. Their use should be held to a minimum and applicable *Standard Specifications* should be used instead. Issues mandated in the state and federal laws shall not be changed.

Special Provisions are required:

- a. For the presentation of all features of a project not covered by the *Standard Specifications* and *General Special Provisions*.
- b. Where the *Standard Specifications* are being amended.

- c. For any deviation from the *Standard Specifications* with regard to materials, construction details, measurement, and payment.
- d. When noted in the WSDOT Standard Item Table.

The following paragraphs discuss some pertinent aspects of special provisions.

- All nonstandard pay items shall be covered in the Special Provisions.
- For high cost and major projects, the local agency is encouraged to include a value engineering incentive clause in their construction specifications encouraging the contractor to propose changes in contract requirements that will accomplish the project's functional requirements at less cost.
- Traffic control must be in accordance with the MUTCD. A Special Provision shall be prepared outlining traffic control requirements and including any pay items.
- Neatline measurement of quantities is allowed by special provision. This specification may allow payment of the neatline measurement from the lines and grades as shown on the plans or as directed by the Engineer's stakes on the ground. This may apply to aggregates, base course, and surfacing. On asphalt quantities, the unit price could include the cost of coring to verify density and depths. Culvert and pipeline installation may be paid by the lineal foot-in-place with bedding, backfill, and compaction as incidental to the unit price. In these instances, an item should be added for extra excavation or backfill if the profile varies or is subject to change during the contract. Shoring must be paid as a separate bid item.
- Direct reference to proprietary specifications of national, regional, or local trade associations should not be included in FHWA contract specifications; such proprietary specifications are subject to change without notice to, or acceptance by, the state or FHWA. If proprietary specifications must be used, the complete text, or such parts as are applicable, should be incorporated into special provisions for the project.
- The use of trade names in specifications and on plans should be avoided. Instead, specifications should be formulated to assure full opportunity for competition among equivalent materials, equipment, and methods. References in specifications and on plans to single trade-name materials require justification. However, where satisfactory specifications based on laboratory tests or other performance requirements cannot be developed or obtained from organizations which develop specifications, a [CA Agency](#) may use trade name designations, provided that at least three names of acceptable materials or products, if available, are listed. Experimental and research items require FHWA approval.

## 44.5 Estimates

The engineer's estimate of a proposed project's cost shall include the estimated quantity and estimated unit price for each proposed work item. Bridge items shall be segregated from roadway items. A tabulation for each bridge showing its applicable items shall be submitted.

If materials salvaged from the project are to be used for roadway purposes, the value of such materials should not be included in the project cost.

The estimate shall separately list the costs of nonparticipating items, local agency force work, and local agency furnished materials.

The separate cost groups shall be summarized and totaled on the first sheet of the estimate.

The Regional TransAid Engineer may be contacted for assistance in preparing the estimate. A sample estimate is shown in [Appendix 44.66](#).

## 44.6 Appendixes

[44.61 Sample Invitation to Bid](#)

[44.62 Sample Proposal \(Metric/English\)](#)

[44.63 Sample Contract](#)

[44.64 Sample City Letter of Financial Responsibility](#)

[44.65 Sample County Letter of Financial Responsibility](#)

[44.66 Sample Estimate and Grouping \(Metric/English\)](#)

[44.67 Instructions for Accessing WSDOT's Mainframe Computer to Obtain Wage Rate Information](#)

[44.68 Permits](#)

## Forms

[FHWA Form 1273](#) Required Contract Provisions, FHWA Construction Contracts

[Plan Preparation Checklist](#)

[DOT Form 221-008A](#) Wage Rate Request Form

[FHWA Form LLL](#) Disclosure of Lobbying Activities

[DOT Form 272-006A](#) Contract

[DOT Form 271-015](#) Subcontractor List

[DOT Form 272-056A](#) Disadvantaged Business Enterprise Utilization Certification

[DOT Form 272-036D](#) Proposal

11:P:LAG4A

**INVITATION TO BID  
LOCAL AGENCY'S LETTERHEAD  
DEPARTMENT OF ENGINEERING  
WASHINGTON**

Sealed bids will be received by the (Local Agency), at the reception desk located in Room \_\_\_\_\_ of the \_\_\_\_\_, Washington until \_\_\_\_\_ a.m. on \_\_\_\_\_ and will then and there be opened and publicly read for the construction of the improvement(s).

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the (Local Agency).

Maps, plans, and specifications may be obtained from this office upon payment of the amount of \$\_\_\_\_\_.

Informational copies of maps, plans and specifications are on file for inspection in the Office of the Local Agency Engineer, (Local Agency), Washington.

The following is applicable to federal aid projects.

**The (Local Agency) in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.**

The improvement for which bids will be received is described below:

Bid Opening of

\*This bolded paragraph cannot be reworded for FHWA funded projects.

12 kilometers of Laramie County Road, North Ridge Road  
 Project No. STPUL-6969(007)  
 STA. 8+658.50 to STA. 9+054.70 (English)

**PREPARATION**

1.	Mobilization	=	_____
LUMP SUM		LUMP SUM	
2.	Clearing and Grubbing	=	_____
LUMP SUM		LUMP SUM	

**GRADING**

3.	780.0 Roadway Excavation Including Haul	=	_____
m <sup>3</sup>		PER m <sup>3</sup>	
4.	413.0 Embankment Compaction	=	_____
m <sup>3</sup>		PER m <sup>3</sup>	

**STORM SEWER**

5.	12.0 Adjust Manhole	=	_____
EACH		PER EACH	
6.	24.0 Adjust Catch Basin	=	_____
EACH		PER EACH	

**SURFACING**

7.	28,870.0 Gravel Base	=	_____
TONNE		PER TONNE	
8.	6,500.0 Crushed Surfacing Top Course	=	_____
TONNE		PER TONNE	

**LIQUID ASPHALT**

9.	10.0 Asphalt Tack Coat	=	_____
TONNE		PER TONNE	

**CEMENT CONCRETE PAVEMENT**

10.	289.0 Cement Concrete Driveway 14 Day	=	_____
m <sup>2</sup>		PER m <sup>2</sup>	

**ASPHALT CONCRETE PAVEMENT**

11.	10,283.0 Asphalt Concrete Pavement Class B	=	_____
TONNE	Including Paving Asphalt	PER TONNE	

**EROSION CONTROL AND LANDSCAPING**

12.	410.0 Topsoil Type B	=	_____
m <sup>3</sup>		PER m <sup>3</sup>	

**TRAFFIC**

13.	13,073.0 Cement Concrete Curb and Gutter	=	_____
LIN. m		PER LIN. m	
14.	19.5 Lane Marker Type 1	=	_____
HUNDRED		PER HUNDRED	
15.	2.1 Lane Marker Type 2	=	_____
HUNDRED		PER HUNDRED	
16.	One-Way Piloted Traffic Control	=	_____
		5,000.00 ESTIMATED	
17.	600.0 Labor for Traffic Control	=	_____
HOOR		12.00 PER HOUR	

**OTHER ITEMS**

18.	2,000.0 Reconstruct Wooden Fence	=	_____
LIN. m		PER LIN. m	

**TOTAL** \_\_\_\_\_ = \_\_\_\_\_

12 kilometers of Laramie County Road, North Ridge Road  
 Project No. STPUL-6969(007)  
 STA. 8+658.50 to STA. 9+054.70 (English)

**PREPARATION**

1.	Mobilization		=	_____
	LUMP SUM	LUMP SUM		
2.	Clearing and Grubbing		=	_____
	LUMP SUM	LUMP SUM		

**GRADING**

3.	780.0 Roadway Excavation Including Haul		=	_____
	CU. YD.	PER CU. YD.		
4.	413.0 Embankment Compaction		=	_____
	CU. YD.	PER CU. YD.		

**STORM SEWER**

5.	12.0 Adjust Manhole		=	_____
	EACH	PER EACH		
6.	24.0 Adjust Catch Basin		=	_____
	EACH	PER EACH		

**SURFACING**

7.	28,870.0 Gravel Base		=	_____
	TON	PER TON		
8.	6,500.0 Crushed Surfacing Top Course		=	_____
	TON	PER TON		

**LIQUID ASPHALT**

9.	10.0 Asphalt Tack Coat		=	_____
	TON	PER TON		

**CEMENT CONCRETE PAVEMENT**

10.	289.0 Cement Concrete Driveway 14 Day		=	_____
	SQ. YD.	PER SQ. YD.		

**ASPHALT CONCRETE PAVEMENT**

11.	10,283.0 Asphalt Concrete Pavement Class B		=	_____
	TON Including Paving Asphalt	PER TON		

**EROSION CONTROL AND LANDSCAPING**

12.	410.0 Topsoil Type B		=	_____
	CU. YD.	PER CU. YD.		

**TRAFFIC**

13.	13,073.0 Cement Concrete Curb and Gutter		=	_____
	LIN. FT.	PER LIN. FT.		
14.	19.5 Lane Marker Type 1		=	_____
	HUNDRED	PER HUNDRED		
15.	2.1 Lane Marker Type 2		=	_____
	HUNDRED	PER HUNDRED		
16.	One-Way Piloted Traffic Control	5,000.00	=	_____
		ESTIMATED		
17.	600.0 Labor for Traffic Control	12.00	=	_____
	HOUR	PER HOUR		

**OTHER ITEMS**

18.	2,000.0 Reconstruct Wooden Fence		=	_____
	LIN. FT.	PER LIN. FT.		

**TOTAL** \_\_\_\_\_ = \_\_\_\_\_

## NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

## NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.



The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereto:

CASH	<input type="checkbox"/> IN THE AMOUNT OF _____
CASHIER'S CHECK	<input type="checkbox"/> _____ DOLLARS
CERTIFIED CHECK	<input type="checkbox"/> (\$ _____ ) PAYABLE TO THE STATE TREASURER
PROPOSAL BOND	<input type="checkbox"/> IN THE AMOUNT OF 5% OF THE BID

\*\* Receipt is hereby acknowledged of addendum(s) No.(s) \_\_\_\_\_ & \_\_\_\_\_.

SIGNATURE OF AUTHORIZED OFFICIAL(S)

\_\_\_\_\_  
\_\_\_\_\_

FIRM NAME \_\_\_\_\_

(ADDRESS) \_\_\_\_\_

\_\_\_\_\_

PROPOSAL MUST BE SIGNED

- e
- (1) This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the Secretary of Transportation will be cause for considering the proposal irregular and subsequent rejection of the bid.
  - (2) Please refer to section 1-02.6 of the standard specifications, re: "Preparation of Proposal," or "Article 4" of the Instructions to Bidders for building construction jobs.
  - (3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communication \_\_\_\_\_

## CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, between the city /county of \_\_\_\_\_ under and by virtue of Title 35 RCW (cit and towns) or Title 36 RCW (counties), as amended and

hereinafter called the Contractor.

## WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

- I. The Contractor shall do all work and furnish all tools, materials and equipment for

in accordance with and as described in the attached plans and specifications, and the standard specifications of the Washington State Department of Transportation which are by the reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the city/county of \_\_\_\_\_.

- II. The \_\_\_\_\_ hereby promises and agrees with the Contractor to employ, city/county

and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.

III. The contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. It is further provided that no liability shall attach to the \_\_\_\_\_ by reason of entering into this contract, except as provided herein.  
City/County

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Local Agency Approving Authority has caused this instrument to be executed by and in the name of the said \_\_\_\_\_ the day and year first above written.  
City/County

Executed by the Contractor \_\_\_\_\_, 19 .

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contractor

Executed by the Local Agency \_\_\_\_\_, 19 .

(SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Local Agency Approving Authority

\_\_\_\_\_  
(Local Agency Attorney)

Washington State Transportation Commission  
Department of Transportation  
Transportation Building  
P.O. Box 47390  
Olympia, Washington 98504-7308

Re:

(State Ad & Award)  
Award of Project

Attn:  
Assistant Secretary, TransAid

Gentlemen:

The Mayor of the city of \_\_\_\_\_ gives permission to award the above noted project after advertisement and bid opening, where the bid to be awarded is not more than 10 percent above the current engineer's estimate.

Should the award bid exceed the current municipal agreement dated \_\_\_\_\_ the city agrees to assume the responsibility for arranging project financing in excess of the agreement after the contract is awarded.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Washington State Transportation Commission  
Department of Transportation  
Transportation Building  
Olympia, Washington 98504

Re:

(State Ad & Award)  
Award of Project

Attn:  
Assistant Secretary, TransAid

Gentlemen:

The Board of County Commissioners of \_\_\_\_\_ County gives permission to award the above noted project after advertisement and bid opening, where the bid to be awarded is not more than 10 percent above the current engineer's estimate.

Should the award bid exceed the current municipal agreement dated \_\_\_\_\_ the county agrees to assume the responsibility for arranging project financing in excess of the agreement after the contract is awarded.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

**Preliminary Estimate Dated:** January 13, 1994

**Title:** North Ridge Road

**Highway:** Laramie County Road

**Type of Work:** Grading, surfacing, paving with asphalt concrete, construct cement concrete driveways, erosion control, and pavement marking.

**Project:** STPUL-6969(007)

**County:** Laramie

**Total Length:** Length of Project

**Estimate Cost Data:**

Contract Total	391,507.50
Engineering 15%	<u>58,726.13</u>
<b>Total Cost of Project:</b>	<u><u>450,233.63</u></u>

Note: Include below the line items such as: value of materials furnished by agency, agency force work, signs and traffic control, royalties, etc.

**Total Preliminary Estimate  
Groups 1 and 2**

Item No.	Description	Unit	Price	Unit Quantity	Amount
1	Mobilization	Lump Sum		Lump Sum	\$ 20,000.00
2	Clearing and Grubbing	Lump Sum		Lump Sum	1,400.00
3	Roadway Excavation Including Haul	m <sup>3</sup>	\$ 2.00	780.0	1,560.00
4	Embankment Compaction	m <sup>3</sup>	1.00	413.0	413.00
5	Adjust Manhole	Each	300.00	12.0	3,600.00
6	Adjust Catch Basin	Each	100.00	24.0	2,400.00
7	Gravel Base Class B	Tonne	3.00	28,870.0	86,610.00
8	Crushed Surfacing Top Course	Tonne	5.00	6,500.0	32,500.00
9	Asphalt for Tack Coat	Tonne	200.00	10.0	2,000.00
10	Cement Contract Driveway 14 Day	m <sup>2</sup>	16.00	289.0	4,624.00
11	Asphalt Concrete Pavement				
	Class B Excluding Paving Asphalt	Tonne	15.00	10,283.0	154,245.00
12	Topsoil Type B	m <sup>3</sup>	6.00	410.0	2,460.00
13	Cement Concrete Curb & Gutter	Lin. m	3.50	13,073.0	45,755.50
14	Lane Marker Type 1	Hundred	200.00	19.5	3,900.00
15	Lane Marker Type 2	Hundred	400.00	2.1	840.00
16	One-Way Piloted Traffic Control	Estimate			6,000.00
17	Labor for Traffic Control	Hour	12.00	600.0	7,200.00
18	Reconstruct Wooden Fence	Lin. m	8.00	2,000.0	<u>16,000.00</u>
	Contract Total				<u>\$ 391,507.50</u>

Laramie County Road  
North Ridge Road

**Group 1 Estimate**

1/13/94

Project STPUL-6969(007)

Group No. 1  
Federal ParticipationDescription: Two 3.6 m lanes from Sta. 8+658.50 to Sta. 8+954.92  
F.A. Funds 83.01% Urban. Sales Tax 0.00%

Title: Laramie County Road Length: 9 kilometers

Item No.	Description	Unit	Price	Unit Quantity	Amount
1	Mobilization	Lump Sum			\$ 15,000.00
2	Clearing and Grubbing	Lump Sum			1,000.00
3	Roadway Excavation Including Haul	m <sup>3</sup>	\$ 2.00	590.0	1,180.00
4	Embankment Compaction	m <sup>3</sup>	1.00	313.0	313.00
5	Adjust Manhole	Each	300.00	9.0	2,700.00
6	Adjust Catch Basin	Each	100.00	18.0	1,800.00
7	Gravel Base Class B	Tonne	3.00	21,660.0	64,980.00
8	Crushed Surfacing Top Course	Tonne	5.00	4,900.0	24,500.00
9	Asphalt for Tack Coat	Tonne	200.00	7.0	1,400.00
10	Cement Contract Driveway 14 Day	m <sup>2</sup>	16.00	209.0	3,344.00
11	Asphalt Concrete Pavement				
	Class B Excluding Paving Asphalt	Tonne	15.00	7,773.0	116,595.00
12	Topsoil Type B	m <sup>3</sup>	6.00	410.0	2,460.00
13	Cement Concrete Curb & Gutter	Lin. m	3.50	10,409.0	36,431.50
14	Lane Marker Type 1	Hundred	200.00	14.8	2,960.00
15	Lane Marker Type 2	Hundred	400.00	1.6	640.00
16	One-Way Piloted Traffic Control	Estimate			5,000.00
17	Labor for Traffic Control	Hour	12.00	500.0	6,000.00
18	Reconstruct Wooden Fence	Lin. m	8.00	2,000.0	<u>16,000.00</u>
	Group Subtotal				\$ 302,303.50
	Engineering 15 Percent				<u>45,345.53</u>
	Group 1 F.A. Total				<u><u>\$ 347,649.03</u></u>

Laramie County Road  
North Ridge Road

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## Group 2 Estimate

1/13/94

Project STPUL-6969(007)

Group No. 2  
Local Funds Only

Description: Two 3.6 m lanes from Sta. 8+954.92 to Sta. 9+054.70  
No. F.A. Funds and No Sales Tax

Title: Laramie County Road Length: 3 kilometers

Item No.	Description	Unit	Price	Unit Quantity	Amount
1	Mobilization	Lump Sum			\$ 5,000.00
2	Clearing and Grubbing	Lump Sum			400.00
3	Roadway Excavation Including Haul	m <sup>3</sup>	\$ 2.00	190.0	380.00
4	Embankment Compaction	m <sup>3</sup>	1.00	100.0	100.00
5	Adjust Manhole	Each	300.00	3.0	900.00
6	Adjust Catch Basin	Each	100.00	6.0	600.00
7	Gravel Base Class B	Tonne	3.00	7,210.0	21,630.00
8	Crushed Surfacing Top Course	Tonne	5.00	1,600.0	8,000.00
9	Asphalt for Tack Coat	Tonne	200.00	3.0	600.00
10	Cement Contract Driveway 14 Day	m <sup>2</sup>	16.00	80.0	1,280.00
11	Asphalt Concrete Pavement				
	Class B Excluding Paving Asphalt	Tonne	15.00	2,510.0	37,650.00
13	Cement Concrete Curb & Gutter	Lin. m	3.50	2,664.0	9,324.00
14	Lane Marker Type 1	Hundred	200.00	4.7	940.00
15	Lane Marker Type 2	Hundred	400.00	0.5	200.00
16	One-Way Piloted Traffic Control	Estimate			1,000.00
17	Labor for Traffic Control	Hour	12.00	100.0	<u>1,200.00</u>
	Group Subtotal				\$ 89,204.00
	Engineering 15 Percent				<u>13,380.60</u>
	Group 2 Local Funds Only Total				<u><u>\$ 102,584.60</u></u>

Laramie County Road  
North Ridge Road

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**Preliminary Estimate Dated:** January 13, 1994

**Title:** North Ridge Road

**Highway:** Laramie County Road

**Type of Work:** Grading, surfacing, paving with asphalt concrete, construct cement concrete driveways, erosion control, and pavement marking.

**Project:** STPUL-6969(007)

**County:** Laramie

**Total Length:** Length of Project

**Estimate Cost Data:**

Contract Total	391,507.50
Engineering 15%	<u>58,726.13</u>
<b>Total Cost of Project:</b>	<u><u>450,233.63</u></u>

Note: Include below the line items such as: value of materials furnished by agency, agency force work, signs and traffic control, royalties, etc.

**Total Preliminary Estimate  
Groups 1 and 2**

Item No.	Description	Unit	Price	Unit Quantity	Amount
1	Mobilization	Lump Sum		Lump Sum	\$ 20,000.00
2	Clearing and Grubbing	Lump Sum		Lump Sum	1,400.00
3	Roadway Excavation Including Haul	Cu. Yd.	\$ 2.00	780.0	1,560.00
4	Embankment Compaction	Cu. Yd.	1.00	413.0	413.00
5	Adjust Manhole	Each	300.00	12.0	3,600.00
6	Adjust Catch Basin	Each	100.00	24.0	2,400.00
7	Gravel Base Class B	Ton	3.00	28,870.0	86,610.00
8	Crushed Surfacing Top Course	Ton	5.00	6,500.0	32,500.00
9	Asphalt for Tack Coat	Ton	200.00	10.0	2,000.00
10	Cement Contract Driveway 14 Day	Sq. Yd.	16.00	289.0	4,624.00
11	Asphalt Concrete Pavement Class B Excluding Paving Asphalt	Ton	15.00	10,283.0	154,245.00
12	Topsoil Type B	Cu. Yd.	6.00	410.0	2,460.00
13	Cement Concrete Curb & Gutter	Lin. Ft.	3.50	13,073.0	45,755.50
14	Lane Marker Type 1	Hundred	200.00	19.5	3,900.00
15	Lane Marker Type 2	Hundred	400.00	2.1	840.00
16	One-Way Piloted Traffic Control	Estimate			6,000.00
17	Labor for Traffic Control	Hour	12.00	600.0	7,200.00
18	Reconstruct Wooden Fence	Lin. Ft.	8.00	2,000.0	<u>16,000.00</u>
Contract Total					<u><u>\$ 391,507.50</u></u>

Laramie County Road  
North Ridge Road

**Group 1 Estimate**

1/13/94

Project STPUL-6969(007)

Group No. 1  
Federal ParticipationDescription: Two 12 ft. lanes from Sta. 8+658.50 to Sta. 8+954.92  
F.A. Funds 83.01% Urban. Sales Tax 0.00%

Title: Laramie County Road Length: 5.614 miles

Item No.	Description	Unit	Price	Unit Quantity	Amount
1	Mobilization	Lump Sum			\$ 15,000.00
2	Clearing and Grubbing	Lump Sum			1,000.00
3	Roadway Excavation Including Haul	Cu. Yd.	\$ 2.00	590.0	1,180.00
4	Embankment Compaction	Cu. Yd.	1.00	313.0	313.00
5	Adjust Manhole	Each	300.00	9.0	2,700.00
6	Adjust Catch Basin	Each	100.00	18.0	1,800.00
7	Gravel Base Class B	Ton	3.00	21,660.0	64,980.00
8	Crushed Surfacing Top Course	Ton	5.00	4,900.0	24,500.00
9	Asphalt for Tack Coat	Ton	200.00	7.0	1,400.00
10	Cement Contract Driveway 14 Day	Sq. Yd.	16.00	209.0	3,344.00
11	Asphalt Concrete Pavement				
	Class B Excluding Paving Asphalt	Ton	15.00	7,773.0	116,595.00
12	Topsoil Type B	Cu Yd.	6.00	410.0	2,460.00
13	Cement Concrete Curb & Gutter	Lin. Ft.	3.50	10,409.0	36,431.50
14	Lane Marker Type 1	Hundred	200.00	14.8	2,960.00
15	Lane Marker Type 2	Hundred	400.00	1.6	640.00
16	One-Way Piloted Traffic Control	Estimate			5,000.00
17	Labor for Traffic Control	Hour	12.00	500.0	6,000.00
18	Reconstruct Wooden Fence	Lin. Ft.	8.00	2,000.0	<u>16,000.00</u>
	Group Subtotal				\$ 302,303.50
	Engineering 15 Percent				<u>45,345.53</u>
	Group 1 F.A. Total				<u><u>\$ 347,649.03</u></u>

Laramie County Road  
North Ridge Road

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## Group 2 Estimate

1/13/94

Project STPUL-6969(007)

Group No. 2  
Local Funds Only

Description: Two 12 ft. lanes from Sta. 8+954.92 to Sta. 9+054.70  
No. F.A. Funds and No Sales Tax

Title: Laramie County Road Length: 1.900 miles

Item No.	Description	Unit	Price	Unit Quantity	Amount
1	Mobilization	Lump Sum			\$ 5,000.00
2	Clearing and Grubbing	Lump Sum			400.00
3	Roadway Excavation Including Haul	Cu. Yd.	\$ 2.00	190.0	380.00
4	Embankment Compaction	Cu. Yd.	1.00	100.0	100.00
5	Adjust Manhole	Each	300.00	3.0	900.00
6	Adjust Catch Basin	Each	100.00	6.0	600.00
7	Gravel Base Class B	Ton	3.00	7,210.0	21,630.00
8	Crushed Surfacing Top Course	Ton	5.00	1,600.0	8,000.00
9	Asphalt for Tack Coat	Ton	200.00	3.0	600.00
10	Cement Contract Driveway 14 Day	Sq. Yd.	16.00	80.0	1,280.00
11	Asphalt Concrete Pavement				
	Class B Excluding Paving Asphalt	Ton	15.00	2,510.0	37,650.00
13	Cement Concrete Curb & Gutter	Lin. Ft.	3.50	2,664.0	9,324.00
14	Lane Marker Type 1	Hundred	200.00	4.7	940.00
15	Lane Marker Type 2	Hundred	400.00	0.5	200.00
16	One-Way Piloted Traffic Control	Estimate			1,000.00
17	Labor for Traffic Control	Hour	12.00	100.0	<u>1,200.00</u>
	Group Subtotal				\$ 89,204.00
	Engineering 15 Percent				<u>13,380.60</u>
	Group 2 Local Funds Only Total				<u><u>\$ 102,584.60</u></u>

Laramie County Road  
North Ridge Road

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## **Appendix 44.67**

# **Instructions for Accessing WSDOT's Mainframe Computer to Obtain Wage Rate Information**

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Logon to TSO and/or SPF

At ready mode or SPF 6 type:

EX 'HWY.MVS.CLSTLIB(CLST32A9)' Enter

You are now in the CLIST

Would you like to run 32A9? Y Enter

Should I charge this to your Logon Acct? Y Enter

Do you wish to use a different Effective Date? Usually N Enter

Enter code for rates to be listed S, F, or B Enter

Do you want a title block? Y or N

Please read these prompts. You cannot use an "&" sign. The CLIST will not accept it. Also, if last character is "-" or "+", you must put a / in column 38.

Enter your title block one line at a time. Proof it, correct it, and continue.

Enter county code numbers. After the last number is entered, you must hit enter again to let the CLIST know you are done entering numbers. It then lists the entered counties for you to proof. If correct, continue.

It then asks you for the occupation codes. Again, after the last number is entered, you hit enter. It lists account codes to proof. If correct, continue.

Enter a destination code, then the job class and it gives you a job number and downloading instruction for a PC if needed.

## Topics for Interagency Coordination

<u>Topic</u>	<u>Agency</u>	<u>Conditions Requiring</u>	<u>When to Initiate</u>	<u>References</u>
Air Pollution	DOE	Air pollution from newly-constructed point source (asphalt plant, rock crusher, etc.)	Prior to commencing construction	RCW 70.94.152
Airport-Roadway Clearance	FAA	Airspace intrusion of roadway facility (proposed construction in the vicinity of public use/military airports may require FAA notice)	During design/prior to commencing construction	FHPM 6-1-1-2 FAA Req. p.77
Building Permit	County/City	Construction of any building — value of materials over \$500	Prior to commencing construction	RCW 36.21.080
Coastal Zone Management	DOE	Applicants for federal permit/license are required to certify that the activity will comply with the state's Coastal Zone Management program (Shoreline Management Act)	When applying for permit	CZMA Sec. 307 16 USC 145 RCW 90-58
Conditional Use Permit	Counties/Cities DOE	Development within 61 km (200 feet) of water must be consistent with the local Shoreline Master Plan	No permit if consistent	RCW 36.70
Cultural, Archaeological, or Historic Sites (Sec. 106)	OAHP, FHWA ACHP	Suspected/actual, cultural/archaeological historic properties impacted by project	During preparation of environmental document	RCW 43.51.750 36 CFR 800 16 USC 470 Historic Preservation Act #106
Endangered/Threatened Species	USFWS/NMFS	Plant or animal species that are suspected to be or actually are, of endangered or threatened status	During preparation of environmental document	16 USC 1531-1543
Fish & Wildlife	USFWS, WS Depts. of Fisheries and Game	Consultant required when any waters are proposed to be modified or controlled	During preparation of environmental document	FWCA #2 33 USC 66., 662
Floodplains	DOE/Counties	Any structure/activity which may adversely the flood regime of any stream within the affect flood zone	After/during preparation or environmental document	State-Flood Control Zone Act of 1935 Federal EO 11988 (Floodplain Management)
Forest Practices Approval	DNR (Area Offices)	Public/private land capable of supporting merchantable timber — some activities: road construction, pits, pesticide use, hydraulic permits, shoreline permits, reforestation, etc.	Environmental document phase/prior to commencing construction	WAC 222
Hydraulics Permit	WS Depts. of Fisheries and Game	Projects that will use, divert, obstruct, or change the natural flow or bed of any state waters (culvert work, realignment, bridge replacement, etc.)	During/after preparation of environmental document	RCW 75.20.100
Prime & Unique Farmland	Soil Conservation Services (USDOA)	Lands impacted are of prime or unique status	During preparation of environmental document	7CFR 650
Restricted Hydro-Electric Land	FERC	Utilize land from a FERC Licensed Project	During preparation of environmental document	18 CFR Part 2.,13
“Section 4(f)” Lands	FHWA, Affected Agency DOI, HUD, and USDOA	Use of park and recreation lands, wildlife and waterfowl refuges, and historic sites of national, state or local significance	During preparation of environmental document (Amended 5/19/78) FHPM 7-7-2(20) 23 CFR 138	49 USC 1651 (f) DOT Act of 1966 #4

<u>Topic</u>	<u>Agency</u>	<u>Conditions Requiring</u>	<u>When to Initiate</u>	<u>References</u>
Sewage Facilities	DOE/DSHS/ County	Construction modification of domestic/industrial wastewater facilities (sewer relocation, rest area construction, etc.) <b>DOE:</b> greater than 54 900 L/Day (14,500 gpd) surface water discharge, or a mechanical-treatment-process involvement. <b>DSHS:</b> 13 200 L/Day (3,500 gpd) to 54 900 L/Day (14,500 gpd) <b>County:</b> less than 13 200 L/Day (3,500 gpd)	Prior to commencing construction	RCW 90.48.110 WAC 173.240
Shoreline Management Substantial Development	Counties/Cities DOE	Shoreline development or construction valued at \$1,000 or more, or materially interfering with normal public use of water	During preparation of environmental document	RCW 90.58
Short-Term Modification (Water Quality)	DOE	Short-term activities which may result in temporary reduction of water quality standard, and activities not subject to a waste discharge permit or water quality certification	During design	WAC 173-201-035 (8)(e) WAC 173-201-035 (5)(a) (WAC 173-102-100(2))
SM-2 Surface Mine Reclamation	DNR	Mining (pitsites, quarries), 0.8 ha (2 acres) or more/9 091 tonnes (10,000 tons) or more	During preparation of environmental document	WAC 22 — Forest Practices Act
Sole Source Aquifer	EPA	Any activity which may affect the aquifer recharge zone	During preparation of environmental document	SDWA P.L. 93-423
State Waste Disposal	DOE	Discharge of waste material from sand and gravel washing, pit dewatering, or cement/asphalt plant discharge into state waters.	During design WAC 173-220	RCW 90.48.160
Temporary Air Pollution	Local Air Pollution Control Authority/ DOE	Pollutants above allowed levels for temporary periods	Prior to commencing construction	RCW 70.94
Water Pollution Discharge (NPDES)	DOE	Discharge of pollutants into state surface waters	During design	WAC 173-220 FHPCA #402 33 USC 1344 RCW 90.48.260
Water Quality	DOE	Prior to issuance of a federal permit/license for activity which involves discharge into navigable waters, certification of compliance with state water quality standards is necessary	During project development	FHWA #401 RCW 90.48.260 WAC 173-225
Water Rights	DOE	Appropriation of ground water or surface water	Prior to putting water to use	RCW 90.44 RCW 90.03.250
Waters/ Wetlands (Sec. 404 - Dredge/Fill)	Army Corps of Engineers (Coordination with USFWS)	Discharging, dredging, or placing fill materials within waters of the USA or adjacent wetlands	Early stages of project development	Sec. 404 FWPCA 1972 33 USC 1344
Waterways (Sec. 10)	Army Corps of Engineers Coordination with USFWS)	Obstruction alteration, or improvement of any navigable water (rechanneling, piers, wharfs, dolphins, bulkheads, buoys, etc.)	Early stages of projects development	Rivers and Harbors Act of 1899 33 33 USC 401 #10
Waterways (Sec. 9)	Coast Guard (Coordination with USFWS)	Bridges and causeways in navigable waters, including all tidal-influenced streams	After design	Rivers and Harbors Act o of 1899 33 USC #9
Wetlands	USFWS or NMFS	Impact to lowlands covered with shallow and sometimes temporary/intermittent waters (swamps, marches, bogs, sloughs, potholes, etc.)	During preparation of environmental document	49 USC 1651 EO 11990 (Protection of Wetlands)



<u>Topic</u>	<u>Agency</u>	<u>Conditions Requiring</u>	<u>When to Initiate</u>	<u>References</u>
Wild & Scenic Rivers	USFS/NPS	Impacts to rivers or streams in or having potential for designation in the National Wild and Scenic River System	During preparation of environmental document	

**LEGEND:**

ACHP — Advisory Council on Historic Preservation  
 CFR — Code of Federal Regulations  
 CZMA — Coastal Zone Management Act  
 DNR — Department of Natural Resources (state)  
 DOE — Department of Ecology (state)  
 DOI — U.S. Department of Interior  
 DOT — U.S. Department of Transportation  
 EO — Executive Order  
 EPA — Environmental Protection Agency (federal)  
 FAA — Federal Aviation Administration (DOT)  
 FERC — Federal Energy Regulatory Commission  
 FHWA — Federal Highway Administration (dot)  
 FWCA — Fish And Wildlife Coordination Act  
 FWPCA — Federal Water Pollution Control Act  
 FHPM — Federal Highway Program Manual  
 NMFS — National Marine Fisheries Service (Department of Commerce)  
 NPDES — National Pollutant Discharge Elimination System  
 NPS — National Park Service (DOI)  
 OAHP — Office of Archaeology And Historic Preservation (state)  
 RCW — Revised Code of Washington  
 SDWA — Safe Drinking Water Act  
 USC — United States Code  
 USDOA — U.S. Department of Agriculture  
 USFS — U.S. Forest Service (usdoa)  
 WAC — Washington Administrative Code  
 WS — Washington State



## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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### ATTACHMENTS

- A. Employment Preference for Appalachian Contracts  
(included in Appalachian contracts only)

#### I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this con-

tract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

#### II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be

met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral

practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

**8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

**9. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

#### 1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any

additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

## **2. Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

## **3. Payment of Fringe Benefits:**

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

### **a. Apprentices:**

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid no less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less

than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

**b. Trainees:**

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at

less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**c. Helpers:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

**5. Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**6. Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**8. Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to

the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

#### **9. Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

#### **V. STATEMENTS AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

##### **1. Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

##### **2. Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs

shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR**



1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

#### **VII. SUBLETTING OR ASSIGNING THE CONTRACT**

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

#### **VIII. SAFETY: ACCIDENT PREVENTION**

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

#### **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

##### **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

18 U.S.C. 1020 reads as follows:

*"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be*

*performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

#### **X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

#### **XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

##### **1. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective

primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowl

edge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

#### **2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspen-

sion and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

## **XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT PREFERENCE FOR  
APPALACHIAN CONTRACTS**

(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**AMENDMENT  
REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS  
(Exclusive of Appalachian Contracts)**

Under Section IV, Paragraph 2b(4) is deleted.

Under Section IV, Paragraph 4, "and helpers" is deleted from the title.

Under Section IV, Paragraph 4a(1), add:

The provisions in this section allowing apprentices to work at less than the predetermined rate when they are registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, or with the Bureau of Apprenticeship and Training, does not preclude a requirement for the Contractor to pay apprentices the full applicable predetermined rate in the event a State Apprenticeship Agency, recognized by the Bureau, has not approved, or withdraws approval, of an apprenticeship program.

Under Section IV, Paragraph 4c is deleted.

Under Section IV, Paragraph 6 is revised by deleting "helpers" and "helper".

Under Section IV, Paragraph 7 is revised by deleting "helpers".

Under Section V, Paragraph 2a is revised by deleting "helpers".

Under Section V, Paragraph 2d(2) is revised by deleting "helper".

Amendment to Form FHWA 1273

Revised June 27, 1994



## Local Agency Plans Preparation Checklist

Rd./St. No./Name	Project No.	P.I.N.	P.E. / Design Eng.	FA No (s) or Local Agency
Job Title				Program
Prepared By	Phone No.	District Reviewer	Phone No.	
✓ Items Required On This Project			IN Initial When Complete	

Permits & Approvals	N/A	✓	IN	Hydraulics	N/A	✓	IN
Army Corp Of Eng. (Sec. 10 Or Sec. 404)				Pipe Alternates			
FAA Airport/Highway Clearance							
FERC Restricted Hydro-Electric Land				<b>Materials</b>			
USFWS Wetlands Report				Sufficient Quantity in Pit Site			
USFWS/NMFS Endangered/Threatened Species		✓		Spec. Conditions – Wet Soil, Unsuitable, Etc.			
Soil Conservation Service Prime & Unique Farmlands				Spec. Treat. For Exist. Pave.			
Natl Forest Restriction				Ret. Wall Data Sheet For Rock Walls Over 5'			
Park Restriction (4(f))				And All Other Walls Over 10'			
OAHIP Historic/Archaeological (Sec. 106)		✓		pH And Soil Resistivity Values For Pipe Alternates			
EPA Sole Source Aquifer							
Dept's Of Fish. And Wildlife HPA				<b>Plans – General</b>			
DOE Water Quality Cert.				Township, Range, Subdivision, North Arrow, Scale Bar Each Sheet		✓	
DOE/Countries Flood Plains				State Boundary, County Line, Corporate Limit			
DOE Coastal Zone Management Act				Reservation, Park Or Forest Boundary			
DOE Discharge Of Pollutants Into Surface Water (NPDES)				Project Limits Noted		✓	
DOE State Waste Disposal				Construction Limits Noted			
DOE Short Term Mod.				Federal Aid Sections Noted			
DOE Water Right Approp.				Ultimate Const. Detailed (FA Jobs)			
DOE Water Pollution Control Plan				Note "Bridges Included" Or "Bridges Not Included"			
Countries/Cities DOE Shoreline Management Substantial Development				Equations Noted			
Countries/Cities DOE Conditional Use				Contract Recl. Plan Included			
EIS Commitments				Index To Plans (More Than 30 Sheets)			
NEPA (All Federal Aid Projects)				Sheets Numbered (In Pencil Or Use Ref. No. For Large Projects)		✓	
SEPA		✓		Project Title Block Left Blank		✓	
				Sheets Identified In Lower Left Corner		✓	
				Sheet Titles In Ink In Lower Right Title Block		✓	
<b>Railroads</b>				Local Agencies & St. Aid Seals & Signatures			
Railway Easement (Checked for Stipulations)				Consultant Signatures & Seals			
Railway Construction Agreement				Consultant Written Consent To Revise Plan			
Railroad Insurance				All Plan Sheets In Proper Order		✓	
Flagging Cost Estimate				Connect. To Existing Streets, Driveways, Etc. (Field Rev.)			
				No Combination Of Ink And Pencil on Same Sheet		✓	
<b>Cities</b>				Plan Symbols In Accord. Chapter 5 – Legend		✓	
Approval Of City Streets As Detours (Agreement)				Min. Lettering Height 1/8" On Full Size Sheet		✓	
City Participation In Cost (Agreement)							
City Streets Used As Haul Roads (Agreement)				<b>Vicinity Map</b>			
Construction Permits				Reasonable Scale To Show The Project		✓	
Turnback Agreement				Project Limits By Milepost And Stationing		✓	
				Construction Limits By Milepost And Stationing			
<b>County</b>				Equations And Exceptions			
Approval Of County Roads As Detours (Agreement)				Distances To Towns – Rural Projects Only			
County Participation In Cost (Agreement)				Pit, Waste, and Stockpile Sites And Haul Roads			
County Roads Used As Haul Roads (Agreement)				Detour Routes			
Construction Permits				Railroad Lines – IMPORTANT To Show Any In Area			
Turnback Agreement				If Staged Project, Show Staging For Future FA Funding			
				Show Bridge No.			
<b>Compare Previous Approvals</b>							
Detours							
Approved Recl. Plan For Pit Site							
Approval For Tied Bids							
Approval Not To Use Bridge Approach Slab							

Summary of Quantities	N/A	✓	IN	Quantity Tabulations (Cont.)	N/A	✓	IN
All Necessary Groups Per Chapter 3		✓		1-2 Raised Pave. Mark. Color Indicated			
Separate Groups For Agreement Work				Traffic Arrow Type Indicated			
Review For Order, Nomenclature And Standard Number		✓		Agreement Items Denoted			
Look For Unusual And Non-Standard Items – These Need Sp. Provs.		✓		Plan Sheet Reference Number Filled In			
Use Std. Item No. For Std. Items		✓		Stations Agree With Plans			
All Items Tabulated		✓		Guardrail Placement Case			
Check Quantities From Plans		✓		Radius And G.R. Length For Non-Std. Bends			
Q.A. Items				Design "F" Guardrail Terminal Approval By Bridge			
				Leave Every 5th Item Column And Station Line Blank			
				Appropriate Special Provision Referred To In GENERAL NOTES			
Roadway Sections	N/A	✓	IN	Profiles	N/A	✓	IN
Mainline				Mainline			
Ramps				Ramps			
Frontage Roads				Frontage Roads			
City/County Roads At Intersections				Detours			
Road Approaches				Trails			
Detours				Show Equations And Exceptions			
Trails				Plan/Profile Sheets, Stationing Must Be Identical			
Bridge Approach Slab				Coordinate With Roadway Sections And Plans			
Bridge				Show Bridges ("Included" or "Not Included")			
Label Sections				Show Quantities Per Chapter 3 (10 Sta. Totals)			
Sta Limits For Each Sec – Entire Length Of Each Rdwy Must Be Covered				Round Off Quantities Per Chapter 3			
Check For Overlap And Gaps In Stationing				Correct Totals To Summary Of Quantities			
Show Future Overlay On F.A. Projects For Future FA Funding				Show Unsuit. Exc. Limits And Excavation Slopes			
Conformance With Soils Report				Superelevation Diagrams, Match Rates As Shown On Alignment Plan			
Conformance With Design Report				Datum Symbol And Bench Mark Locations			
Guardrail Widening Detail				Show Road Approach Arrow & Indicate Lt. & Rt.			
Shoulder Dressing Detail							
Slope Rounding Detail							
Broken Back Subgrade Shoulder Detail							
ACP Planing Detail							
Table For Variable Slopes							
Legend All Sheets							
Reference Notes							
Note Equations And Exceptions							
Lift Thickness For ACP And Surfacing (Compacted Depth)							
No "Min." Or "Max." For Surf. And Paving Depths Or Slopes							
Alignment, R/W, Grading & Existing Features Plan	N/A	✓	IN	Structure Notes	N/A	✓	IN
Curve Data, Super Elevation Rates				Order And Nomenclature Of Item As Shown On Summ. Of Quant.			
Show Cut And Fill Catch Line				Round Off Quantities Per Chapter 3			
Monumentation – Protect Existing, Install New				Correct Totals (Sheet & Project)			
Legend Or Reference Note On All Sheets				Transfer Project Totals To Summ. Of Quant.			
Alignment Plan Must Show R/W Centerline (Including R/W Curve Data)				Consistency Between Structure Notes, Plans, Profiles, And Spec's.			
And Const. Centerline With Ties If Different				Agreement Items Noted			
R/W And L/A Must Agree With Approved R/W & L/A Plan				Steel, Alum., And Conc. Pipe Alter. Provided			
Show RR Alignment And RR R/W				Alternate Treat. For Steel And Alum. Pipe			
Are Easements And/Or Permits Required				Maximum Height Of Cover Column On Structure			
Show Turnback Lines				Notes In Pencil, Or Separate Level In CAD Files			
Complete Topog Incl. Utilities (Field Review)				Note Beveled End Sections			
Show Site Prep. And Demolition Work				Leave Every 5th Item Column Blank			
All Items To Be Removed Shown				Appropriate Special Provision Referred To In GENERAL NOTES			
Show Fencing				Leave Several Station Lines Blank Between Ref. Sheet Nos.			
Show Guardrail (Or Paving Plan)				Box Culvert Quantities			
Quantity Tabulations	N/A	✓	IN	Drainage Plans And Profiles	N/A	✓	IN
Same Order And Nomenclature As On Summary Of Quantities				Legend Or Reference Note On All Sheets			
Items Required On Q-Tab Per Chapter 3				Need Profiles For Major Culverts And Sewer Systems			
Round Off Quantities Per Chapter 3				Conformance With Hydraulics Report			
Correct Totals (Sheet And Project)				Pipes Over 30" Dia. Need Design Review By Hydraulics			
Transfer Project Totals To Summary Of Quantities				Details Required For Work <u>Not</u> Covered By Standard Plans			
Guide Post Color And Reflector Type Indicated				Show Distance Between Structures (i.e. $\frac{1}{4}$ C.B. to $\frac{1}{4}$ C.B.)			
Utility Relocations	N/A	✓	IN				
Existing Utilities Must Be Shown In Plans							
Reloc. Costs – Reflect In Below-The-Line Costs							
Timing Of Work – Address In Provisions							
Details							



Channelization And Paving Plan	N/A	✓	IN
Paving Plan And Road Sect. Must Agree			
Legend Or Reference Note On All Sheets			
Show Paving Plan For I/C And Intersections			
Channelization Details			
Show Guide Posts Especially I/C And Intersections			
Show Pave. Marking (Optional)			
<b>Miscellaneous Details</b>	N/A	✓	IN
Required For Work <u>Not</u> Covered By Standard Plans			
<b>Illumination Plans, Schedules And Details</b>	N/A	✓	IN
Legend Or Reference Note On All Sheets			
Conflicts With Existing Features, i.e., Utilities, Drainage, & Sidewalks			
All Work Within R/W Or Construction Permit Areas			
<b>Signal Plans, Schedules And Details</b>	N/A	✓	IN
Legend Or Reference Note On All Sheets			
Conflicts With Existing Features			
Traffic Signal Approval/Permit No			
All Work Within R/W Or Construction Permit Areas			
<b>Signaling Plans and Sign Specifications</b>	N/A	✓	IN
Legend Or Reference Note On All Sheets			
Separate Set Of Plan Sheets For Construction Signing			
Separate Plan Sheet Specifications For Sign Removal/Relocation			
<b>Landscape</b>	N/A	✓	IN
Contour Grading Plan			
Planting Detail			
Approval From Dist. Landscape			
Approval From HQ Landscape			
Wildflower Policy (Federal Aid Projects)			
<b>Rest Areas</b>	N/A	✓	IN
<b>Viewpoints</b>	N/A	✓	IN
<b>Minor Structures (Ref. Wall)</b>	N/A	✓	IN
Quantities Tabulated			
<b>Building Plans, Schedules and Details</b>	N/A	✓	IN
Any Building Being Constructed <u>Will Require</u> A Building Permit			
<b>Bridge Plans</b>	N/A	✓	IN
Match Of Wingwalls To Walls On District PS&E			
Items To Be Included On District Plans			
Gravel Backfill			
Drainage			
Barrier			
Approach Slabs			
Slope Protection			
Riprap			
Conduit Runs			
Aesthetic Appearance Of Bridge Connection To Barrier Or Guardrail			
Log Of Test Boring Prepared			
Profile, Alignment, And Stations Match District PS&E			
<b>Traffic Control Plans</b>	N/A	✓	IN
Project Specific Traffic Control Plans			
Detour Plan If Needed – May Require Agreements Thru State Aid			
Detour Sign Details			

Traffic Control Plans (Cont.)	N/A	✓	IN
Bid Items Required For:			
<b>N/A</b>	✓	IN	
Change Mess. Sign			Sign Cover
Chann. Devices			Temp. Conc. Barr.
Const. Sign Class A			Temp. Illum. Sys.
Contr. Furn. Const. Signs			Temp. Impact Atten.
Contr. Pilot. Traff. Control			Truck Mount Imp. Atten.
Define. Light			Temp. Inert. Barr. Config
Emerg. Traff. Control			Temp. Pave. Mark.
Rem. Temp. Pave. Mark			Temp. Sig. Sys.
Reset. Conc. Barr.			Traff. Control Labor
Reset. Define. Light			Traff. Control Super.
Reset Temp. Imp. Atten.			Traff. Control Vehicle
Reset Temp. Inert. Barr.			Traff. Safe. Drum
Sequent. Arrow Sign			Type III Barr.
Reasonable Quantities For Traffic Control Items – Send To Constr. Proj. Engr.'s For Approval			
<b>Special Provisions</b>	N/A	✓	IN
Notice To All Planholders			
Table Of Contents – Computer Generated			
Amendments And GSP's Arranged In Proper Order			
All Special Provisions Entered Into Computer (WORD)			
Appendix Prepared (Good Reproducible Copy)			
Special Provisions For All Non-Standard Items			
Standard Item Table Is A Guide To What Items Need Specials:			
Need A Special Provision For Each Item That Appears On The			
Summary Of Quantities That Is Not Covered In Standard Specification			
Sales Tax Checked, Appropriate GSP Used			
Special Provision For Agree. Stipulation			
Check Amendments And GSP's Against Up-To-Date Index List			
Any Fed. Money In A Proj. Requires All Fed Provisions Per GSP Index			
Prevention Of Environmental Pollution And Preservation Of Public Natural Resources (HB 621)			
Environmental Regulations – Verify Correct For Location			
Obtain Copy Of Any New Ordinance And Get It Added To GSP's			
Archeological, Paleontological			
Wildlife, Fisheries And Pollution Regulations			
Additional Requirements Requested By F&W Etc., (From HPA, WPCP)			
Expiration Date Of Permit And Work "Windows"			
Trainees – Determined In Headquarters			
MBE Goal – Determined In Headquarters			
RR Provisions			
Compare To Local Map To Find RR Lines			
Include RR GSP And Mention In Transmittal Letter			
Forest Practices Permit: Merchantable Timber			
5,000 Or More Board Feet (One Logging Truckload) Use GSP			
Traffic			
Work Period Specs			
Lane Closure Hours With Appropriate Liquid. Damages			
Construction Impact Specs.			
METRO Notification Paragraph			
Time For Completion (Be Very Careful To Select Correct GSP For Intended Purpose)			
Signal Jobs With State Furnished Equipment Have A Unique Provision			
Clearing And Grubbing Including Disposal Of Debris Per Chapter 3			
Removal Of Structures And Obstructions Per GSP Instructions			
Anticipated Quantities Must Be Listed			
Salvaged Items (Verify With Maint.)			
Disposal Of Material (State Waste Site May Require Haul Road Agreements)			
Roadside Seeding Including Fertilizer Application			

# Wage Rates Request Form

FED. RATES ☐ YES

ST. RATES ☐ YES

JOB NO.: \_\_\_\_\_

REVIEWER: \_\_\_\_\_

SR \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE \_\_\_\_\_

WORK ORDER: \_\_\_\_\_

EFF. DATE: \_\_\_\_\_

- |                                      |  |                                      |  |   |
|--------------------------------------|--|--------------------------------------|--|---|
| 01 <input type="checkbox"/> ADAMS    | 17 <input type="checkbox"/> DOUGLAS      | 33 <input type="checkbox"/> KING     | 49 <input type="checkbox"/> PACIFIC      | 65 <input type="checkbox"/> STEVENS                   |
| 03 <input type="checkbox"/> ASOTIN   | 19 <input type="checkbox"/> FERRY        | 35 <input type="checkbox"/> KITSAP   | 51 <input type="checkbox"/> PEND OREILLE | 67 <input type="checkbox"/> THURSTON                  |
| 05 <input type="checkbox"/> BENTON   | 21 <input type="checkbox"/> FRANKLIN     | 37 <input type="checkbox"/> KITTITAS | 53 <input type="checkbox"/> PIERCE       | 69 <input type="checkbox"/> WAHKIAKUM                 |
| 07 <input type="checkbox"/> CHELAN   | 23 <input type="checkbox"/> GARFIELD     | 39 <input type="checkbox"/> KLIKITAT | 55 <input type="checkbox"/> SAN JUAN     | 71 <input type="checkbox"/> WALLA WALLA               |
| 09 <input type="checkbox"/> CLALLAM  | 25 <input type="checkbox"/> GRANT        | 41 <input type="checkbox"/> LEWIS    | 57 <input type="checkbox"/> SKAGIT       | 73 <input type="checkbox"/> WHATCOM                   |
| 11 <input type="checkbox"/> CLARK    | 27 <input type="checkbox"/> GRAYS HARBOR | 43 <input type="checkbox"/> LINCOLN  | 59 <input type="checkbox"/> SKAMANIA     | 75 <input type="checkbox"/> WHITMAN                   |
| 13 <input type="checkbox"/> COLUMBIA | 29 <input type="checkbox"/> ISLAND       | 45 <input type="checkbox"/> MASON    | 61 <input type="checkbox"/> SNOHOMISH    | 77 <input type="checkbox"/> YAKIMA                    |
| 15 <input type="checkbox"/> COWLITZ  | 31 <input type="checkbox"/> JEFFERSON    | 47 <input type="checkbox"/> OKANOGAN | 63 <input type="checkbox"/> SPOKANE      | 99 <input type="checkbox"/> ALL (Except those marked) |

## OCCUPATIONS FOR STATE WAGE RATES FOR ALL CONSTRUCTION OCCUPATIONS FOR FEDERAL WAGE RATES FOR HIGHWAY CONSTRUCTION

- |   |  |   |
|---|--|---|
| 010 <input type="checkbox"/> Heat and Frost Insulators and Asbestos Workers   | 350 <input type="checkbox"/> Laborers                                | 650 <input type="checkbox"/> Soft Floor Layers                                    |
| 020 <input type="checkbox"/> Certified Asbestos Abatement Workers             | 360 <input type="checkbox"/> Laborers (Sewer & Water Const.)         | 670 <input type="checkbox"/> Sprinkler Fitters-Fire Prevention                    |
| 030 <input type="checkbox"/> Boilermakers                                     | 370 <input type="checkbox"/> Landscape Construction                  | 710 <input type="checkbox"/> Sun Screen Installers & Window Tinters               |
| 050 <input type="checkbox"/> Bricklayers & Marble Masons                      | 390 <input type="checkbox"/> Lathers                                 | 720 <input type="checkbox"/> Surveyors  |
| 065 <input type="checkbox"/> Cabinet Makers                                   | 430 <input type="checkbox"/> Mason Tenders, Hod Carriers & Mortarmen | 730 <input type="checkbox"/> Teamsters  |
| 070 <input type="checkbox"/> Carpenters                                       | 440 <input type="checkbox"/> Millwright & Machine Erectors           | 750 <input type="checkbox"/> Telephone Line Const. (Outside - Pole & Underground) |
| 090 <input type="checkbox"/> Cement Masons/Finishers                          | 450 <input type="checkbox"/> Painters                                | 770 <input type="checkbox"/> Terrazzo Workers & Tile Setters                      |
| 100 <input type="checkbox"/> Communication Tech.                              | 480 <input type="checkbox"/> Piledrivers                             | 790 <input type="checkbox"/> Tile, Marble & Terrazzo Helpers                      |
| 110 <input type="checkbox"/> Divers & Tenders                                 | 490 <input type="checkbox"/> Plasterers                              | 820 <input type="checkbox"/> Traffic Control Strippers                            |
| 130 <input type="checkbox"/> Dredging Workers                                 | 510 <input type="checkbox"/> Plasterer Tenders                       | 830 <input type="checkbox"/> Well Drillers and Irrigation Pump Installers         |
| 150 <input type="checkbox"/> Drywall Finishers                                | 530 <input type="checkbox"/> Plumbers & Pipefitters                  |   |
| 170 <input type="checkbox"/> Electricians                                     | 570 <input type="checkbox"/> Power Equip. Op.                        |   |
| 190 <input type="checkbox"/> Lineman - Powerline Construction (Both Required) | 580 <input type="checkbox"/> Power Equip. Op. (Sewer & Water Const.) |   |
| 230 <input type="checkbox"/> Elevator Constructors                            | 590 <input type="checkbox"/> Refrig. & Air Conditioning Mechanics    |   |
| 250 <input type="checkbox"/> Fence Erectors & Laborers                        | 610 <input type="checkbox"/> Roofer & Waterproofers                  |   |
| 260 <input type="checkbox"/> Flaggers   | 620 <input type="checkbox"/> Shipbuilders & Ship Repairors           |   |
| 270 <input type="checkbox"/> Glaziers   | 630 <input type="checkbox"/> Sheetmetal Workers                      |   |
| 290 <input type="checkbox"/> Inland Boatman                                   | 635 <input type="checkbox"/> Sign Men - Electrical                   |   |
| 310 <input type="checkbox"/> Insulation Applicators (Ceiling and Wall)        | 640 <input type="checkbox"/> Sign Hangers & Painters & Constr. Men   |   |
| 330 <input type="checkbox"/> Ironworkers                                      |  |   |

\* NOTE: See instructions on reverse side for requesting Federal Wage Rates for contracts that include building construction.

FED RATES YES

OCCUPATIONS FOR FEDERAL WAGE RATES FOR BUILDING CONSTRUCTION

\* Except within counties 5, 21 and 77.

- |  |   |
|--|---|
| 850 <input type="checkbox"/> Asbestos Workers (BLDG.)            | 907 <input type="checkbox"/> Lineman (BLDG.)                            |
| 855 <input type="checkbox"/> Boilermakers (BLDG.)                | 908 <input type="checkbox"/> Millwrights (BLDG.)                        |
| 860 <input type="checkbox"/> Bricklayers; Marble Setters (BLDG.) | 910 <input type="checkbox"/> Painters (BLDG.)                           |
| 865 <input type="checkbox"/> Carpenters (BLDG.)                  | 915 <input type="checkbox"/> Plasterers (BLDG.)                         |
| 870 <input type="checkbox"/> Cement Masons (BLDG.)               | 920 <input type="checkbox"/> Plumbers (BLDG.)                           |
| 871 <input type="checkbox"/> Communications Tech. (BLDG.)        | 925 <input type="checkbox"/> Roofers (BLDG.)                            |
| 872 <input type="checkbox"/> Drywall Finishers (BLDG.)           | 930 <input type="checkbox"/> Sheet Metal Workers (BLDG.)                |
| 875 <input type="checkbox"/> Electricians (BLDG.)                | 935 <input type="checkbox"/> Soft Floor Layers (BLDG.)                  |
| 880 <input type="checkbox"/> Electronic Technicians (BLDG.)      | 940 <input type="checkbox"/> Sprinkler Fitters (BLDG.)                  |
| 885 <input type="checkbox"/> Elevator Mechanics (BLDG.)          | 945 <input type="checkbox"/> Terrazzo Workers; Tile Setters (BLDG.)     |
| 890 <input type="checkbox"/> Glaziers (BLDG.)                    | 950 <input type="checkbox"/> Tile, Marble, & Terrazzo Finishers (BLDG.) |
| 895 <input type="checkbox"/> Insulation Applicators (BLDG.)      | 955 <input type="checkbox"/> Landscape Construction (BLDG.)             |
| 900 <input type="checkbox"/> Ironworkers (BLDG.)                 | 960 <input type="checkbox"/> Laborers (BLDG.)                           |
| 905 <input type="checkbox"/> Lathers (BLDG.)                     | 965 <input type="checkbox"/> Power Equipment Operators (BLDG.)          |
|  | 970 <input type="checkbox"/> Truck Drivers (BLDG.)                      |

FEDERAL WAGE RATES REQUEST INSTRUCTIONS:

1. When the contract includes federally funded highway and building construction, request the State and Federal rates on front of this form as well as the above Federal rates.
2. When the contract includes only federally funded building construction, request state rates on the front of this form as well as the above Federal rates.
3. When the contract includes building construction in the Counties EXCEPTED above, the Federal rates are obtained by submitting a 308 form to the U.S.D.O.L., Washington DC. Request state rates from the front of this form.

# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB  
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: _____		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known: _____
<b>6. Federal Department Agency:</b>		<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____
<b>8. Federal Action Number, if known:</b>		<b>9. Award Amount, if known:</b> \$ _____
<b>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</b>		<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>
<i>(attach Continuation Sheet(s) SF-LLL-A if necessary)</i>		
<b>11. Amount of Payment (check all that apply):</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b>     <i>(attach Continuation Sheet(s) SF-LLL-A if necessary)</i>		
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - LLL

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

## Certification for Federal-Aid Contracts

**The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:**

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

## CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, between the city /county of \_\_\_\_\_ under and by virtue of Title 35 RCW (cities and towns) or Title 36 RCW (counties), as amended and

hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials and equipment for

in accordance with and as described in the attached plans and specifications, and the standard specifications of the Washington State Department of Transportation which are by the reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the city/county of \_\_\_\_\_.

II. The \_\_\_\_\_ hereby promises and agrees with the Contractor to employ, city/county

and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.

Contract  
Hwy. Const.

DOT 272-006A  
1/90

III. The contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. It is further provided that no liability shall attach to the \_\_\_\_\_ by reason of entering into this contract, except as provided herein.  
City/County

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Local Agency Approving Authority has caused this instrument to be executed by and in the name of the said \_\_\_\_\_ the day and year first above written.  
City/County

Executed by the Contractor \_\_\_\_\_, 19

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contractor

Executed by the Local Agency \_\_\_\_\_, 19

(SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Local Agency Approving Authority

\_\_\_\_\_  
(Local Agency Attorney)

Contract  
Hwy. & Bldg. Const.

DOT 272-007A  
1/90





**To be Submitted with the Bid Proposal**

Project Name \_\_\_\_\_

Subcontractors that are proposed to perform categories of work exceeding 10 percent of the contract price must be listed below. The categories of work are to be listed below the subcontractor's name. If no subcontractor fits this criteria, enter "none proposed."

Subcontractor Name \_\_\_\_\_

Categories of Work \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_

Categories of Work \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_

Categories of Work \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_

Categories of Work \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_

Categories of Work \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_

Categories of Work \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Subcontractor List

## To be Submitted with the Bid Proposal

Subcontractor Name \_\_\_\_\_  
Categories of Work \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Categories of Work \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Categories of Work \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Categories of Work \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Categories of Work \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Categories of Work \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Categories of Work \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## Subcontractor List

### To be Submitted with the Bid Proposal

Categories of work exceeding 10 percent of the contract price to be performed by the prime contractor must be listed below. If no categories of work to be performed by the prime contractor exceeds 10 percent, enter "NONE."

Prime Contractor Name \_\_\_\_\_

## Categories of Work

[illegible]

## NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

## NOTICE TO ALL BIDDERS

To report bid rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**PROPOSAL – CONTINUED**

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereto:

<b>CASH</b>	<input type="checkbox"/> <b>IN THE AMOUNT OF</b> _____
<b>CASHIER'S CHECK</b>	<input type="checkbox"/> _____ <b>DOLLARS</b>
<b>CERTIFIED CHECK</b>	<input type="checkbox"/> <b>(\$_____ ) PAYABLE TO THE STATE TREASURER</b>
<b>PROPOSAL BOND</b>	<input type="checkbox"/> <b>IN THE AMOUNT OF 5% OF THE BID</b>

\*\* Receipt is hereby acknowledged of **addendum(s) No.(s)** \_\_\_\_\_, \_\_\_\_\_ & \_\_\_\_\_.

**SIGNATURE OF AUTHORIZED OFFICIAL(S)**

\_\_\_\_\_  
\_\_\_\_\_

FIRM NAME \_\_\_\_\_

(ADDRESS) \_\_\_\_\_

\_\_\_\_\_

**PROPOSAL MUST BE SIGNED** →

**STATE OF WASHINGTON CONTRACTOR'S LICENSE NUMBER** \_\_\_\_\_

**FEDERAL  
ID NO.**

--	--	--	--	--	--	--	--	--	--

- Note:
- (1) This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the Secretary of Transportation will be cause for considering the proposal irregular and subsequent rejection of the bid.
  - (2) Please refer to section 1-02.6 of the standard specifications, re: "Preparation of Proposal," or "Article 4" of the Instructions to Bidders for building construction jobs.
  - (3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communication.  
\_\_\_\_\_



## Disadvantaged Business Enterprise Utilization Certification

To be eligible for award of this contract the bidder must fill out and submit, as a part of his/her proposal, the following certification relating to Disadvantaged Business Enterprise (DBE) requirements. This certification shall be deemed a part of the resulting contract. Failure to fill out and submit this certification, the inclusion of a false certification, or insufficient projected use of DBEs, shall be considered as evidence that the proposal is non-responsive to the invitation to bid. **Information on certified firms is available from OMWBE, phone (360) 753-9693.**

\_\_\_\_\_ certifies that the following Disadvantaged Business Enterprise(s)  
Name of Bidder  
(DBE) have been contacted regarding participation on this project and, if it is the successful bidder on this project, it shall award subcontracts to or enter into supply agreements with the following DBEs as indicated: (if necessary, use additional sheet).

Name of DBE Certification No.	CAPACITY (Prime, Joint Venture, Subcontractor, Manufacturer, Regular Dealer, or Service Provider)	Description of Work	Amount to * be Applied Towards Goal
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Disadvantaged Business Enterprise Subcontracting Goal: \_\_\_\_\_ DBE Total \$ \_\_\_\_\_ \*\*

\* See the section "Counting DBE Participation Toward Meeting the Goal" in the Special Provisions of this Contract.

\*\* The Contracting Agency will utilize the above data to determine whether or not the bidder has met the goal or the average goal attainment of all bidders.